HON'BLE MR. A. ATCHUTHAN: (*a*) In the course of the next three months.

(*b*) This is being done even now.

Wild elephants.

162. DR. M. O. CHERIYAN: Will the Hon'ble Minister for Agriculture be pleased to state:

(*a*) whether he has received petitions and representations from the cultivators in Marayoor area in Devicolam taluk regarding extensive damage to paddy crops caused by periodical visits of half a dozen wild elephants; and

(*b*) what steps the Government have taken to ameliorate the cultivators suffering caused through these wild animals?

HON'BLE MR. K. M. KORAH: (*a*) Yes.

(*b*) They are being enquired into.

Mineral companies.

163. MR. K. A. MUHAMMED: Will the Hon'ble Minister for Industries be pleased to place on the table a copy of the Mining agreement that Government have entered into with these mineral companies?

HON'BLE MR. T. M. VARGHESE: A Copy of the Mining Agreement is placed on the table.

AGREEMENT.

THIS AGREEMENT is made on the twenty-fourth day of September 1946 BETWEEN THE DEWAN OF TRAVANCORE (hereinafter referred to as the Dewan which expression shall where the context so admits be deemed to include his successors in office) acting for and on behalf of the Government of His Highness the Maharaja of Ttavancore (hereinafter referred to as the Government) of the one part and THE TRAVANCORE MINERALS COMPANY LIMITED a Company incorporated under the English Companies Acts and having its registered office at 2 High Street WORKING in the Country of Surrey in England (hereinafter referred to as the Company which expression shall where the context so admits be deemed to include its assigns) of the other part WHEREAS:

(i) The Company has for many years been carrying on mining operations in the State of Travancore under various leases and eventually under a lease dated 16th November 1928 which expired oy 15th November 1943 and temporary extensions thereof granted bn the Government.

(ii) All the mineral sands of Travancore are the exclusive property of the Government and the Government have agreed that the mining dressing and sale of the said sands (except Monazite) shall be carried out by the Company and three other Companies to wit (a) Hopkin and Williams (Travancore) Limited (b) F. X. Pereira and Sons (Travancore) Limited. (c) The Associated Mineral Company Limited.

NOW in consideration of the premises IT IS HEREBY AGREED and declared as follows:

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THIS Agreement relates to the production and marketing of ilmenite and bye-products such as Rutile, Sillimanite, Zircon and Garnet (hereinafter comprehensively referred to as the said (minerals):

2. THE Government hereby appoints the Company as Agent for and on behalf of the Government to search for, win work, get, raise, separate and dress the said minerals in such area as may be allotted to it by Government and at the discretion and subject to the previous approval of the Government to export and sell the aame. The Company shall jointly with the other Companies mentioned in the preamble constitute an Advisory Committee to help the Government with their recommendations in deciding upon the quantities, the terms and destination of exports. It shall be open to the Government to depute any officer of the Government to attend any meeting of the Advisory Committee.

3. (i) For the purposes of its operations within any area or areas allotted to it which are conveniently situated in relation thereto the Company shall use the engines machinery plant dressing floors furnaces brick kilns lime kilns workshops storehouses bungalows godowns sheds and other buildings works and conveniences which it has already established on lands the property in which is vested in the company and shall maintain the same in efficient working order.

(ii) All buildings plant engines machinery and works erected and maintained by the Company in pursuance of sub-paragraph (i) of this Clause shall be and remain the property of the Company.

4. THE Government shall pay to the Company for its services as Agent a remuneration ascertained as follows:

(i) A fixed sum as per Part I of the Schedule for each ton of each of the said minerals produced and sold (hereinafter referred to as the basic charge).

(ii) In addition, a sum equal to a proportionate part of the difference between the naked at works sale price and the basic charge applicable to particular mineral at the date of sale. These proportions are set forth in Part II of the Schedule.

(iii) The figures in (i) and (ii) above shall remain firm for two years from the date of commencement of this Agreement and shall thereafter be subject to revision by Government provided however that the Company shall have the option to terminate the Agreement if the remuneration fixed by the Government on such revision be not acceptable to it.

5. FOR purposes of calculating remuneration under this Agreement one Rupee shall be taken to be equivalent to one Shilling and Six Pence. Should there be any variation in this official rate which acts to the detriment of either party a mutually equitable arrangement should be made to adjust the position. The remuneration payable to the Company as Agent will be retained by the Company out of any proceeds of sales for which it is accountable to the Government and the amount payable to the Government in respect of

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[Honourable Mr. T. M. Varghese.]

each invoice shall be paid to the Government as and when it becomes due but final accounts shall be settled annually up to the 30th June of each year, and shall be computed within six months from that date, and payment shall be made to Government of the amount due to them as soon as it has been ascertained by the Auditors in London of the Company for the time being. All sums due to the Government by the Company under or arising out of this Agreement shall be recoverable from the Company under the Travancore Revenue Act as if they were arrears of revenue.

6. SALES of the said minerals shall be effected by the Company at the best price obtainable. A record of such sales shall be kept at the registered office of the Company for the information of the Government.

7. IN ITS CONDUCT OF Mining operations the Company shall

(i) Take all action necessary to keep all workings as far as possible free from water and foul air.

(ii) Without delay report to the Government the District Magistrate and the nearest police officer any accident which may at any time occur in any pit shaft or working.

(iii) Report to the Govetnment with full particulars of the nature and position any mineral found other than the said minerals.

(iv) Cause to be made and kept at its principal office in the areas allotted to it correct plans and section of the mines (other than of open workings) opened or worked by it showing as well as the operations and workings carried on as also all views faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be revised to record any change ascertained by a survey to be made for the purpose at the end of every period of twelve months and hold such plans and sections at the disposal of the Government.

(v) Provide and at all times keep at or near each of its establishments for separating or extracting any of the said minerals a properly constructed and efficient weighing machine.

(vi) Save harmless and keep indemnified the Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any damage or injury caused to person or property in the course of its duties as Agent by reason of the wilful default or negligence of the Company or its servants or workmen but not otherwise,

8. THE Company shall keep or cause to be kept at its principal office correct accounts in such form as may be agreed by the parties in respect of all matters relevant to this Agreement. All such accounts shall at all times be open to the inspection of the Government.

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9. THIS Agreement shall commence to operate from the date hereof and shall continue for a period of 20 years from that date, subject to such modification of its terms in respect of remuneration as may from time to time be decided upon in terms of Class 4 (iii) of this Agreement.

10. At the determination of this Agreement by efflux of time or otherwise the Company as Agent of the Government shall for a period of one year thereafter have the right to sell the stock of minerals produced by them and remaining unsold at the date of such determination on the terms subsisting prior thereto.

11. Every notice by this deed required or authorised to be given to the Company may be given to such person resident in the State of Travancore as the Company may appoint for the purpose of receiving notices or if there shall be no such person may be sent by prepaid post to the registered office of the Company in England.

12. The Company shall not without the consent of the Government assign to any person the rights and/or the liabilities created by this Agreement.

13. All questions disputes or differences whatsoever which may at any time arise between the parties hereto touching this Agreement or the subject matter thereof arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to a simple arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by each party to the difference) or to the umpire in accordance with and subject to the provisions of the statutes of Travancore.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

C. P. RAMASWAMI AIYAR,
Dewan of Travancore.

For and on behalf of Travancore Minerals Co., Ltd.

P. A. HUGHES,
Manager.

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